

"Exhibit E"



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Fee Amt: \$26.00 Page 1 of 5  
Nash County North Carolina  
Anne J. Melvin Register of Deeds  
BK **2635** PG **5-9**

Prepared by:  
I Am Triumphant Ali  
C/o 2500 Goldrock Road  
Rocky Mount, North Carolina Republic  
[27804] Non-Domestic

When Recorded Return to:  
Martha & Clarence Edwards  
c/o 5915 North Halifax Road  
Battleboro, North Carolina Republic  
[27809] Non-Domestic

### **FRAUDULENT DOCUMENT OR INSTRUMENT NOTICE**

#### **Documented Fraud Constructive Notice**

**FOR THE PROTECTION OF THE OWNER, THIS NOTICE SHALL BE FILED WITH THE RECORDER OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE FRAUDULENT MORTGAGE, DEEDS, AND OTHER INSTRUMENT(S) OF TITLE OR ALLEGED INTEREST WERE FILED.**

**KNOW ALL MEN BY THESE PRESENTS THAT** This is my Constructive Notice pertaining to LOG CABIN HOMES LTD, alleged holder of an alleged mortgage, originally to LOG CABIN HOMES LTD, did record said Mortgage document in the County of Nash, and the State of North Carolina, Doc ID # BOOK1769 PAGE 294-300 Dated: **03/21/2001** and Recorded: **03/21/2001** as **BK 1769 PG 294-300** MIN. # and **Alleged Loan Number LCH016** and referenced hereinafter as "Subject Mortgage". The Subject Mortgage purports to grant a security interest to "LOG CABIN HOMES LTD"..., which is now claimed by LOG CABIN HOMES LTD...

It has come to my attention that you are involved in the achieved **foreclosure fraud** on my property at **5915 North Halifax Road, Battleboro, North Carolina 27809**, where documented fraud has occurred. This Fraudulent Document Notice shall serve lawful and public notice to all interested parties, that the Subject Mortgage was and is a product of willful, wanton, misleading representations of material facts to the Grantor of said Subject Mortgage, **Martha Edwards and Clarence Edwards**, hereinafter "**Martha Edwards and Clarence Edwards**" or "Declarants". The Subject Mortgage agreement was made under the pretenses of fraudulent inducement, lack of consideration, and willful deception of "**Martha Edwards and Clarence Edwards**" by LOG CABIN HOMES LTD.

The Subject Mortgage purports to securitize a "Loan" granted to **Martha Edwards and Clarence Edwards** by LOG CABIN HOMES LTD. **Martha Edwards and Clarence Edwards** did perform and execute a Fixed Rate Note, hereinafter "the Note" or "mortgage Note", to LOG CABIN HOMES LTD. No such "Loan" was ever made to "**Martha Edwards and Clarence**"

**Edwards**". Declarant has discovered through research that the Note – being the "obligation to pay" itself is the cash value that funded the alleged lender LOG CABIN HOMES LTD's alleged loan check to or on behalf of "**Martha Edwards and Clarence Edwards**", without disclosure to **Martha Edwards and Clarence Edwards**".

Money and Banking by David H. Friedman, American Bankers Association, page 86

The granting of the Note by **Martha Edwards and Clarence Edwards** to LOG CABIN HOMES LTD is not evidence of a loan under which the Subject Mortgage is able to take its intended effect. LOG CABIN HOMES LTD, as a banking institution organized and functioning in accord with the rules of bankruptcy in the commercial jurisdiction of the United States of America, Inc. is forbidden from lending its own credit to borrowers. Declarant has discovered through research that banks cannot lend depositors' money to borrowers without the depositors' written authorization. In reality, banks do not lend their depositors' money. 12 USC § 1828.

All public United States banking institutions such as LOG CABIN HOMES LTD... are member banks of the Federal Reserve Bank. According to the Federal Reserve Bank of Chicago, "In exchange for the note or security, the lending or investing institution credits the depositor's account or gives a check that can be deposited at yet another depository institution."

Two Faces of Debt, published by the Federal Reserve Bank of Chicago, page 19.

Declarant has not been able to discover, despite extensive research, evidence that LOG CABIN HOMES LTD... did in fact lend **Martha Edwards and Clarence Edwards**" anything from its assets. However, Declarant has discovered through research that Banks acted by the depositing of **Martha Edwards and Clarence Edwards's** Mortgage Note as an asset then wrote a bank check against said deposited asset and gave it to **Martha Edwards and Clarence Edwards**" as a loan without disclosure to **Martha Edwards and Clarence Edwards**" was depositing the promissory note and that LOG CABIN HOMES LTD. Returned the same as a loan and charged **Martha Edwards and Clarence Edwards**", the alleged borrower, interest to boot.

Money and Banking by David H. Friedman, American Bankers Association, page 86.

In LOG CABIN HOMES LTD's efforts to deceive **Martha Edwards and Clarence Edwards**" into believing they were loaned money, the bank deposited the Note (or lien on property) as money from which to issue a check. No money was loaned to legally fulfill the contract for LOG CABIN HOMES LTD... to own the mortgage note. By doing this, LOG CABIN HOMES LTD... received the lien on the property without risking or using one cent (Consideration).

The check is not money, the check merely transfers money and by transferring money the check acts LIKE money. The money deposited is the mortgage note. *If the bank never fulfills the contract to loan money, then the bank does not own the mortgage note.* The value of the deposited Mortgage Note is due to **Martha Edwards and Clarence Edwards**" upon the checking account they set up in our name, which LOG CABIN HOMES LTD credited, from which to issue the check, it is still owed to **Martha Edwards and Clarence Edwards**". LOG CABIN HOMES LTD... did not loan **Martha Edwards and Clarence**

**Edwards"** their money, they have not fulfilled the agreement, and thus the contract is void **Ab initio**.

**Martha Edwards and Clarence Edwards" created currency by simply signing the mortgage note.** The Mortgage Note has value because of the lien on the property and because of the fact that **Martha Edwards and Clarence Edwards"** were tricked into repaying the alleged loan. LOG CABIN HOMES LTD... deposited the Mortgage Note (currency) to create a check (currency, bank money). Both currencies cost nothing to create. By law LOG CABIN HOMES LTD... Cannot create currency (bank money, a check) without first depositing currency, (mortgage note) or legal tender.

For the check to be valid there must be mortgage note or bank money **as legal tender**, but LOG CABIN HOMES LTD. Accepted currency (Mortgage Note as Promise to Pay = Value) as a deposit without telling **Martha Edwards and Clarence Edwards** and without their authorization. LOG CABIN HOMES LTD withdrew **Martha Edwards and Clarence Edwards's** money, which they deposited without telling them and withdrew it without their signature, in a fraudulent conversion scheme. **Without loaning Martha Edwards and Clarence Edwards" money**, LOG CABIN HOMES LTD **deposited Martha Edwards and Clarence Edwards's money (Mortgage Note as Promise to Pay = Value), withdrew it and claimed it was their money and that it was their money they loaned Martha Edwards and Clarence Edwards.**

The transaction never truly involved a loan, yet merely an exchange of one currency for another and as such LOG CABIN HOMES LTD by and through its assignee LOG CABIN HOMES LTD owes **Martha Edwards and Clarence Edwards** the full amount, which they claimed they were to loan them. If they do not loan the money and merely exchange one currency for another, the bank receives the lien on **Martha Edwards and Clarence Edwards's** property for free/PROPERTY FOR FREE (No Consideration).

The Subject Mortgage and the Fixed Rate Note associated with it are unenforceable as alleged instruments of indebtedness against **Martha Edwards and Clarence Edwards**. The Subject Mortgage is not able to have securitized a loan which never existed. This fact notwithstanding, the fraud, deception, and failure to disclose the material nature of the transaction to **Martha Edwards and Clarence Edwards** vitiated any agreement or contract entered into by **Martha Edwards and Clarence Edwards, Ab initio**.

"Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages."  
Barnsdall Refining Corn. V. Birnam Wood Oil Co. 92 F 26 817.

Any and all Judicial Sales Deeds, Special Warranty Deeds, Warranty Deeds to Trustee, or any other transfers, assignments, lien, notices of servicing changes, changes in beneficiary interest or ownership, or any other instrument(s) claiming or otherwise alleging to transfer title or color of title to LOG CABIN HOMES LTD, or any of its agents, heirs, assignees, servicers, fiduciaries, trustees, beneficiaries, officers, holders, or other parties are incorporated by reference to the fraudulent Subject Mortgage. Any such transfers



resulting to further defraud **Martha Edwards and Clarence Edwards**" stem from the acquisition of a security interest (the Subject Mortgage) under pretenses of fraud, concealment, and artifice to defraud is also presumed to be of the same prohibitive nature as the agreement which predicated its existence. Any such instrument(s) recorded with relation to the Subject Mortgage are construed to be libelous, and any and all parties participating in the preparation, circulation, recording, and otherwise association of any current or future instrument(s) will be held as a legal party liable for damages.

This Fraudulent Document Notice by the detailing of the deception and for the lawful establishment of the right of due and correct parties to make claims does deny any alleged interest or right to make claim under the guise of the Subject Mortgage, Mortgage Note, or assignments by LOG CABIN HOMES LTD AS NOMINEE FOR LOG CABIN HOMES LTD Dated: **MARCH 21, 2001** Recorded in **DOCUMENT # BOOK1769PAGE294-300**. Any and all such claims are with the status of the fraud of the original transaction, are being held null and void, and are a cloud upon the rightful, equitable title of **Martha Edwards and Clarence Edwards**".

You are hereby informed and advised that this matter is will be an open ongoing case in North Carolina Superior Court. You have hereby been legally noticed of this fraud and your Involvement. This is your Constructive Notice that evidence in this matter has been personally delivered to the FBI and Attorney General of North Carolina, for investigation and prosecution, resulting from violations of Federal Law including, but not limited to, COMMERCIAL FRAUD, SEC VIOLATIONS, BANK FRAUD, COUNTERFEITING and CONSPIRACY TO DEFRAUD.

**PHYSICAL ADDRESS:**  
**5915 North Halifax Road, Battleboro, North Carolina 27809**

***Legal Description:***

- **TAX PARCEL #:** \_\_\_\_\_ BEGINNING at a nail and cap found, corner of Ella James Williams property in the centerline of S.R. 1527, which beginning point is also designated by an iron stake offset SOUTH 74 25' EAST 32.20 feet in the eastern edge of the right of way of S.R. 1527, corner of Williams' property; thence with the line of Williams' property to and through the aforesaid iron stake, and another iron stake found SOUTH 74 25' EAST 317.13 feet to an iron stake, a new corner with B.T. Griffin's property; thence with the line of Griffin's property SOUTH 32 55' WEST 110 feet to an iron stake, corner of Griffin's property; thence a new line with Griffin's property; thence a new line with Griffin's property NORTH 74 25' WEST 317.73 feet to a nail and cap in the centerline of S.R. 1527, which nail and cap is also designated by an iron stake offset SOUTH 74 25' EAST 35.22 feet near the eastern edge of the right of way of S.R. EAST 110 feet to the BEGINNING, containing .69 of an acre, and being show as and designated as "PROPERTY OF CLARENCE EDWARDS AND WIFE, ANNIE LEE EDWARDS", on a survey and plat by William B. McIntyre, Land Surveyor, dated December 12, 1984, a copy of which plat

- Conveyed to Clarence Edwards by Deed dated December 14<sup>th</sup>, 1992, recorded in Book 1393 Page 693-694 by Barbara W. Sasser, Register of Deeds, Nash County, North Carolina.

Martha Edwards Clarence Edwards  
Martha Edwards and Clarence Edwards **Declarant, Grantor, and Creditor**

North Carolina State )  
 ) Commercial Oath Verified Declaration  
Nash County )

Name: Martha Edwards Name: Clarence Edwards  
Signature: Martha Edwards Signature: Clarence Edwards  
Martha Edwards and Clarence Edwards, All Rights and Liberties Reserved, waiving none

JEANINE COPPEDGE  
NOTARY  
MY  
COMMISSION EXPIRES  
5/27/2014  
PUBLIC  
EDGEcombe COUNTY, NC

26.00